


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING				BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">AUG 24, 2006 10:00 AM</div> PURCHASING AGENCY NO. : 107001	
=====> VENDOR NO. : SOLICITATION : 2210014 FILE NO. : N26351E OPENING DATE : 08/24/06 <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>		SEE NO. 8 BELOW. RETURN BID TO <div style="display: flex; justify-content: space-between;"> 2210014 08/24/06 10:00 AM N26351E </div> OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095			
=====> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>		BUYER : MARY RANDOLPH, CPPB BUYER PHONE : (225) 342-8025 DATE ISSUED : 07/25/06 REQ. AGENCY : 435004 FOLD HERE--> <div style="text-align: center;">DEPARTMENT OF NATURAL RESOURCES</div> AGENCY REQ. NO. : CMD07018 ISIS REQ. NO. : 1291101 VENDOR PHONE : FISCAL YEAR : 07 CLASS/SUBCLASS : 92038 SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00 T-NUMBER :			
FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.					
<i>BACKFILE CONVERSION OF PAPER COASTAL PERMIT FILES TO DIGITIZED IMAGES</i>					
TO BE COMPLETED BY VENDOR					
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).					
INSTRUCTIONS TO BIDDERS					
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% OF BID. 7. DESIRED DELIVERY: _____ 010DAYS ARO 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.					
VENDOR PHONE NUMBER: FAX NUMBER:		TITLE		DATE	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)		

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;

B. BID FILLED OUT IN PENCIL; AND

C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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<p>21. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS. UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION. ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
 OFFICE OF STATE PURCHASING
 P O BOX 94095
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
 CLAIBORNE BUILDING, SUITE 2-160
 1201 NORTH THIRD STREET
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

INVOICING WILL BE BASED UPON A PER IMAGE PRICE AND THE DELIVERY AND IMPORTABILITY OF THE ASSOCIATED OPTICAL DISKS.

- 5 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

- 6 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

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INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY INSURANCE. PROOF OF INSURANCE SHOULD BE SUPPLIED WITH BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE. INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTOR SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. COVERAGE PROVIDED MUST MEET REQUIREMENTS OF THE LABOR CODE OF THE STATE OF LOUISIANA. IN CASE ANY CLASS OF EMPLOYEES IS ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED. EMPLOYERS' LIABILITY LIMIT IS TO BE \$1,000,000 WHEN WORK

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IS TO BE OVER WATER AND INVOLVES MARITIME EXPOSURE.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$1,000,000 PER OCCURRENCE.

LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$1,000,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES.

(NOTE: IF THE VENDOR/CONTRACTOR DOES NOT OWN AN AUTOMOBILE AND AN AUTOMOBILE IS UTILIZED IN THE EXECUTION OF THE CONTRACT, THEN ONLY HIRED AND NON-OWNED COVERAGE IS ACCEPTABLE. IF AN AUTOMOBILE IS NOT UTILIZED IN THE EXECUTION OF THE CONTRACT, THEN AUTOMOBILE COVERAGE IS NOT REQUIRED.)

AIRCRAFT OR WATER CRAFT LIABILITY (WHEN APPLICABLE TO PROJECT): \$2,000,000 FOR WATER CRAFT AND \$5,000,000 FOR AIRCRAFT.

ADDITIONAL INSURED: THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE TO BE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO ANY WORK DONE BY THE INSURED UNDER CONTRACT.

THE CONTRACTING PARTY SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL FURNISH SEPARATE CERTIFICATES FOR EACH SUBCONTRACTOR. ALL COVERAGES FOR SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN.

INDEMNIFICATION AGREEMENT: THE OTHER PARTY AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, INCLUDING VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSE AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR OR IN ANY WAY GROW OUT OF ANY ACT OR OMISSION OF THE OTHER PARTY, ITS AGENTS, SERVANTS AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSE AND/OR ATTORNEY FEES INCURRED BY THE OTHER PARTY AS A RESULT OF ANY CLAIM, DEMANDS, AND/OR CAUSES OF ACTION EXCEPT OF THOSE CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, ITS AGENTS, REPRESENTATIVES, AND/OR EMPLOYEES. THE OTHER PARTY AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, OR SUIT AT IT SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF IT (CLAIMS, ETC.) IS GROUNDLESS, FALSE OR FRAUDULENT.

- 8 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

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<div>9 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.</div>			

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: DEPARTMENT OF NATURAL RESOURCES PURCHASING SECTION ROOM 1263, 12TH FLOOR 617 N 3RD STREET BATON ROUGE , LA 70802</p> <p>COMMODITY CODE: 920-38-000000</p> <p>DIGITIZING SERVICES:</p> <p>THE BACKFILE CONVERSION OF PAPER COASTAL PERMIT FILES TO DIGITIZED IMAGES IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.</p> <p>THE INITIAL CONTRACT PERIOD WILL BE EFFECTIVE FROM THE DATE OF AWARD THROUGH JUNE 30, 2007.</p> <p>THE PROJECT MUST BE COMPLETED AND INVOICED ON OR BEFORE JUNE 30, 2007.</p>	200000	EACH		

SPECIFICATIONS

**Department of Natural Resources
Office of Coastal Restoration and Management
Permit File Backfile Conversion (Paper)**

1.1 Purpose

The Department of Natural Resources (LDNR) has implemented a state-of-the-art imaging and document management system for its records. The goals of this project are to preserve, improve the control of, and enhance the availability of the public documents maintained by the four offices of the LDNR.

This bid addresses the conversion of the Office of Coastal Restoration and Management, Coastal Management Project Files, approximately 200,000 pages of paper, so they may be incorporated into the Department's enterprise FileNet Panagon Imaging System.

1.2 Scope

It is the intent of LDNR-CMD to award this contract on an all-or-none basis to the overall lowest responsive and responsible bidder, thus establishing a contract for conversion services as described herein. Such services shall be obtained at the same prices throughout the contract term as funding may become available. Future services may be required for 3 million pages through the same bidding process administered by State Purchasing. The document quantities listed herein are only estimates. The agency reserves the right to increase or decrease the quantities and final dollar amount of the contract to account for the quantities actually converted.

1.2.1 Bidder Inquires

Attending a site visit to review the files being converted is recommended. Contact Pat Derozan at the Department of Natural Resources at patd@dnr.state.la.us or 225-342-1447 to arrange a site visit.

No negotiations, decisions or actions shall be executed by any bidder as a result of any oral discussions with any State employee or State consultant. Only those transactions, which are in writing, issues as an Addendum and/or Informational Notice from the Office of State Purchasing, may be considered as valid. Likewise, the State will only consider communications from bidders which are signed and on company letterhead and/or submitted as an attachment via e-mail. The State will accept inquiries via mail, certified mail, e-mail or fax as indicated below.

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The

State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the State's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to an addendum shall be submitted by the close of business, three working days from the date the addendum is posted to LaPac*. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents including, but not limited to, the specifications, terms, conditions, plans, etc. will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Inquiries concerning this ITB must be submitted in writing to:

State Purchasing
Division of Administration
ATTN: Mary Randolph, CPPB
P.O. Box 94095
Baton Rouge, LA 70804-9095
Fax No. (225) 342-8688
Phone No. (225) 342-8025
e-mail: Mary.Randolph@LA.GOV

A copy of such inquiries should also be sent to:

Pat Derozan, Management Consultant
Information Technology Division
Louisiana Department of Natural Resources
P.O. Box 94396
Baton Rouge, LA 70804-9396
Fax No. (225) 242-3325
e-mail: patd@dnr.state.la.us

Calendar of Events

Deadline to receive inquiries: August 2, 2006
Answer Inquiries: August 10, 2006
Bid Opening Date: August 24, 2006

NOTE: The State of Louisiana reserves the right to deviate from these dates.

Inquiries shall be submitted in writing, cross-referenced clearly to the relevant Invitation to Bid (ITB).

*NOTE: LaPac is that portion of the Office of State Purchasing website where solicitations and addenda may be viewed, downloaded, and printed. Please refer to wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp. Choose "Search by Bid Number" from the blue menu bar at the top of the screen, type the Bid Number, and click SEARCH.

1.3 Contractor Requirements

- 1. Contractor shall submit with the bid response an attachment indicating the compliance or non-compliance with each of the described line items in Sections 1.3, 1.4, and 1.5 listed herein. Contractor shall return bid response with a pricing summary sheet in the attached format with pricing represented as a per image cost.**
- 2. LDNR has the right to make on-site inspections of the Contractor's place of business at any time for the duration of this contract.**
- 3. All bidders must supply current financial statements and/or a statement of financial stability and solvency signed by an officer of the company.**
- 4. Contractor shall have direct experience converting documents that are used by FileNET imaging systems. This experience shall be documented with reference accounts that can discuss the Contractor's role in the project and the technical aspects of the referenced document management system.**
- 5. Contractor shall have been in the document conversion business on a full-time basis for a minimum of three (3) years.**
- 6. A minimum of three (3) customer references on projects of a similar size and scope MUST BE SUBMITTED. The references will be a significant part of the evaluation process to determine if the bidder has the required experience. Each reference should include the following information:**
 - 1) Total number of pages converted**
 - 2) Source format, i.e. paper, film, fiche, electronic**
 - 3) End product format, TIFF, JPEG, PDF**
 - 4) Document management software that stores and retrieves the images**
 - 5) Project start and end date**
 - 6) Contact name, title, phone number, and e-mail address (this information must be provided and accuracy verified in advance)**
- 7. Contractor must have a twenty-four hour fire, flood, and burglar alarm system on line to a responsible party authorized to address the problem reported. Contractor must store records to be scanned on-site and under the protection of the fire, flood, and burglary alarm protection system.**
- 8. Contractor must provide LDNR with access to the documents in Contractor's possession within two hours of notification, 8:00AM - 5:00PM, five (5) days a week, throughout the duration of the project via fax, e-mail, or original if required by the judicial system.**
- 9. Contractor will be solely responsible for all LDNR documents in its possession whether they are in transit or during conversion. The Contractor will be responsible for any negligent act committed during the performance of any of the Contractor's duties under this agreement.**

10. Contractor shall submit the specifications of the scanners to be used in the conversion project. This information is to be provided for informational purposes only.
11. Contractor shall submit a profile of key production personnel who will be involved with the conversion. These profiles should cover the years of experience with contractor and total years of experience in the scanning conversion industry.
12. Contractor agrees that neither the Contractor nor any of the Contractor's employees shall reveal, release, or cause to be known, any confidential information contained in the records to be scanned.

All financial, statistical, personal, technical, and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or any contract entered into as a result of this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Contractor shall have on file a confidentiality agreement signed by all Contractor employees who will have access to the records being scanned.

13. Contractor shall provide all services directly and may not subcontract any part of the work to another company.
14. All documents and associated conversion tasks should remain the United States.

1.4 Job Requirements

1. Contractor shall employ a production tracking methodology that can provide, when requested, the files currently in their possession as well as files that have already been scanned.
2. Contractor will provide all document preparation, scanning, data-entry, and transfer media production necessary to convert the files described in Section 1.6 of this document.

3. **Contractor must check the file sequence for missing folders. Missing folders should be reported to LDNR-CMD immediately.**
4. **All scanned images of the records described in this document, produced under the terms of this Invitation to Bid shall become and shall remain the sole and exclusive property of LDNR. LDNR shall also retain possession of any media used to record or transfer these records and the exclusive rights to its use, copying and reproduction. All final images are the sole property of the LDNR and will be distributed in accordance with the department's policies covering public records. No agreement counter to this will be considered or negotiated.**
5. **All documents will be scanned to a format compatible with FileNet document imaging software. For all black and white images this shall be a 200 dpi CCITT Group IV TIFF image file. The final format for the oversized and color documents will be discussed with the successful vendor after the award.**
6. **Contractor shall provide data entry services to create an index in FileNet (Image Services 4.0; Oracle 9i Enterprise Edition Release: 9.2.0.4.0) format of the scanned files using the indexing criteria described in Section 1.6 of this bid.**
7. **The contractor shall be able to provide the optical disks that will be used in the production system jukebox (HP2200mx), NOT images and indexes on transfer media. A complete set consists of one primary disk and one tranlog optical disk of all converted images will be delivered by the contractor. These optical disks shall have FileNet system identification numbers, FileNet optical media surface identification numbers, and FileNet tranlog information that allows the images and indexes to be read and imported into the image repository using the FileNet Panagon system's native controls. The required disks are 5.25 inch, 9.1 GB worm media compatible with LDNR's existing Hewlett Packard jukebox (HP2200mx). The worm optical disks must be Hewlett Packard, Maxwell, Verbatim, or Sony branded media.**
8. **A test optical disk containing indexes and images will be required delivered by the contractor and test acceptance will be given by LDNR before full production scanning is started to insure specifications compliance, format and system compatibility.**
9. **The successful bidder will enter into an initial contract term (no greater than 12 months) with the State of Louisiana. Upon agreement of the State of Louisiana agency and the contractor this term contract may be extended for two (2) additional 12-month periods at the same price(s), terms, and conditions. In such cases, the total term cannot exceed 36 months.**
10. **All pricing shall be expressed as a price per image cost.**
11. **All work for the 200,000 documents described herein must be completed and invoiced and submitted by June 30, 2007.**
12. **All documents will be picked up and delivered to 617 North 3rd Street, Baton Rouge,**

Louisiana 70802, during normal business hours in appropriately insured vehicles operated by employees of the Contractor. Documents for pickup will be boxed by LDNR. Contractors may use an agent to pick up and deliver the documents only if the documents are transported directly between LDNR and the Contractor's production facility with no stops at an intermediate warehouse or transfer point. Any charges for shipment of the documents from and to this location are the responsibility of the Contractor. Details will be coordinated with the successful vendor after the award.

13. No specific quantities are given or guaranteed. Only such services as required by the department during the contract period will be ordered.

1.5 Quality Control Standards

1. Contractor will provide a detailed, clearly worded, explanation of the quality control and exception handling procedures that will be used during the conversion to achieve a 99% confidence rate for index accuracy. This means that there can only be one index field error in 33 documents (3 indexes/document x 33 documents = 99 index fields).
2. Documents shall be scanned in a straight, neat, and responsible manner.
3. All edges of the documents shall be visible in the image.
4. Documents will be scanned so that there is no data loss from folded corners or other obstructions covering information on the documents.
5. The image shall not be skewed more than 0.5 degrees from parallel with the longitudinal axis of the image. Skew is measured from the two corners of the document image parallel to the longitudinal edge.
6. Contractor shall be required to use all techniques necessary to produce optimum images for LDNR.
7. Contractor shall be responsible for verifying the accuracy and legibility of all scanned images.
8. Work identified by LDNR that does not meet the requirements per the provisions of the contract will be reworked by and at the expense of the contractor.
9. Documentation of the quality control functions performed on each box of documents shall be provided along with the initials of the personnel performing these functions when the documents are returned to the LDNR file room.

1.6 Description of Documents

Coastal Management Division's documents are comprised primarily of 8.5 x11 letter sheets of white paper presenting permits issued from 1992 - forward. There are however a range of different sizes and shapes including:

- a. 8.5"x14" legal
- b. Oversized map and diagrams up to E size
- c. Color photo graphs, some taped to an 8.5" x 11" sheet to form a panorama
- d. Standard sized, multi-part form pink and green sheets
- e. Spiral bound reports
- f. Sticky notes, attached to a page
- g. Dark photo copies of photos
- h. Postal return receipts

Most documents are two hole punched at the top and attached to manila folders. Other groups of documents, including the oversized and bound documents, are filed loosely in expandable folders. The folders are filed manually by permit number and retrieved accordingly by end users. A small volume of permit files have been previously converted (approximately 550,000 pages) and imported into the Department's document management system and are retrieved by any combination of the index values associated with this document type via the web.

Currently, the documents are filed by project number and should be in chronological order within the folder. As part of the backfile conversion, the documents will be indexed by project number (reference number), the permit date (date), and document type (constant value = COASTAL MANAGEMENT PERMIT). Since identifying the documents requires a high level of knowledge, all documents will have the same document type, Coastal Management Permit. An excel file with reference number and date values will be provided.

There are several other issues to be considered for this conversion bid. A document will be considered any group of pages or items that are stapled, paper clipped, or in some other way fastened together. If a document contains color and/or oversized documents, these items should be scanned on an appropriate device and then combined with the original document. For example, a document is made up of five pages, one of which is color photos taped to a page. The four pages would be scanned on one device and the color photos on an appropriate color scanner. Before document assembly occurs, the color image should be inserted into the black and white document so that it can be retrieved as a single document.

It is estimated that 93% of the documents are standard size, simplex, black and white documents, 2% are B size – E size monochrome documents, and 5% are color photographs mounted on 8.5"x11" paper.

Document Re-assembly

Documents need not be re-stapled or clipped. All folder documents should be keep in order and placed back into folder in order removed.

1.6.1 Additional Document Facts

The documents will be returned back to LDNR.

Document page content contains type written text as well as drawings/graphical representation.

All documents will not be picked up at once. A pickup schedule will be worked out between the successful bidder and LDNR at the initial project planning meeting. The average pickup time has customarily been every one to two weeks. The documents will be pre-boxed by LDNR and inventory documentation will accompany each box.

All documents will be picked up and delivered to 617 North 3rd Street, Baton Rouge, Louisiana, during normal business hours in appropriately insured vehicles operated by employees of the Contractor. Documents for pickup will be boxed by LDNR. Contractors may use an agent to pick up and deliver the documents only if the documents are transported directly between LDNR and the Contractor's production facility with no stops at an intermediate warehouse or transfer point. Any charges for shipment of the documents from and to this location are the responsibility of the Contractor. Details will be coordinated with the successful vendor after the award.

Index information for each document:

Index fields format:

Date – MM/DD/YYYY

Reference Number – PYYYY####

Document Type (constant value) – COASTAL MANAGEMENT PERMIT

An Excel file with permit date and reference number will be provided to the converter.

System Environment

Jukebox HP2200mx

FileNet Image Services: 4.0

Oracle 9i Enterprise Edition Release: 9.2.0.4.0

Window Servers

1.7 Pricing Summary Sheet - Definitions

- 1. Project Design Meeting - the cost for time spent defining the operational procedures and schedules for the backfile conversion.**
- 2. Document Preparation - the cost of erasing pencil marks, staple and clip removal, unbending corners, etc. before scanning.**

3. **Scanning and Scan Quality Control** - the cost of scanning the documents and verifying the number of images and required quality are within specified parameters.
4. **Image Enhancement** - the cost for image processing including deskew, despeckle, rotation, etc.
5. **Database Design / Integration** - the cost of preparing a FileNet compliant data structure that can be seamlessly added to LDNR's FileNet Panagon system.
6. **Indexing** - the cost to enter the required index data fields and verify that 99% of the indexed data fields are correct.
7. **Delivery Media** - the worm optical disks that have the recorded image files and indexes.
8. **Task Unit** - the unit of measure for a given task description. The Task Units for each function are as follows:
 - a. Project Design Meeting = man hours
 - b. Document Preparation = documents
 - c. Scanning and Scan QC = images
 - d. Image Enhancement = images
 - e. Database Design and Integration = man hours
 - f. Indexing (with specified confidence level) = documents
 - g. Delivery Media = 9.1GB worm optical disks
9. **Estimated Task Units Required** - the estimated quantity upon which final pricing will be based.
10. **Price Per Unit** - the monetary cost for each Task Unit of Measure for a given function.
11. **Total Price** – the result of Estimated Task Units Required x Price per Unit.
12. **Price Per Image** – the sum of Total Price for each Task Description divided by the estimated number of images. Price must not exceed four digits to right of decimal point. Price submitted beyond four digits will be rounded off to nearest fourth digit. (This is price per image, NOT price per document.)

1.8 Fiscal Funding

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to

provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.9 Termination of this Agreement for Cause

State may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be correct in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

1.10 Termination of this Agreement for Convenience

The State may terminate this Agreement at any time by giving thirty (30) days written notice to Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Pricing Summary Sheet

Louisiana Department of Coastal Management and Restoration Backfile
Conversion Permit File Project (Paper)

Task Description	Task Unit of Measure	Estimated Task Units Required	Price Per Unit	Total Price
Project Design Meeting	Hours			
Document Preparation	Documents			
Scanning & Scan QC	Images			
Image Enhancement, Deskew, & Rotate	Images			
Database Design / Integration	Hours			
Indexing with 99% Confidence	Documents			
Delivery Media	Platter			
Total Price for all Tasks				
Price Per Image				